

Commercial Lease Agreement

This Commercial Lease Agreement is made and effective October 1, 2022, by and between the Town of Yorktown ("Landlord") and REACH Yorktown Ministry, Inc., an Indiana nonprofit corporation ("Tenant").

Whereas, Landlord is the owner of land and improvements commonly known and numbered as 2400 Russ Street, Yorktown, IN; and

Whereas, Tenant is a nonprofit corporation and the lease of real property owned by a municipality to a nonprofit corporation is exempt from the standard requirements for disposition of municipally owned real property under Ind Code 36-1-11-7(b)(7); and

Whereas, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions, and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term and Possession.** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for and "Initial Term" beginning October 1, 2022 and ending September 30, 2025. The parties may renew this lease for additional one (1) year terms by mutual written agreement ("Renewal Periods"). On October 1, 2022 Tenant shall have possession of the Leased Premises.
2. **Rent.** Tenant shall pay to Landlord a yearly rent during the Initial Term and during any Renewal Period of the lease of One Dollar (\$1.00) per year.
3. **Use.** Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device. Tenant shall use the Leased Premises to further its nonprofit mission.
4. **Sublease and Assignment.** Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's effective written consent.
5. **Utilities and Taxes.** Tenant shall pay all charges for stormwater and ditch assessments, property taxes (if any), sewer, gas, electricity, telephone, and other services and utilities used by

Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

6. **Repairs and modifications.** Tenant shall pay for any needed minor to moderate repairs to the Leased Premises during the lease. The parties shall negotiate in good faith if any major repairs are required. Tenant must request and receive permission from Landlord prior to making any modifications to the Leased Premises; said approved modifications to be done at Tenant's sole cost.
7. **Entry.** Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.
8. **Insurance and Indemnification.** Tenant shall maintain renters insurance on the Leased Premises in an amount sufficient to cover its personal property as well as general liability insurance naming Landlord as an additional insured. Tenant agreed to indemnify, defend, and hold harmless the Town of Yorktown, its employees, agents, and contractors against all claims made involving the Leased Premises, including but not limited to claims arising in tort or contract, other than those that arise solely due to the gross negligence of Landlord.

IN WITNESS WHEREOF, the parties have executed this Lease on _____.

Pete Olson, Town Manager
Town of Yorktown ("Landlord")

Mary Ann Stroeh
REACH Yorktown Ministry, Inc. ("Tenant")